

UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re:

KEIRI YENNISEL CONCEPCION

* Debtor(s)

Case Number: 5-21-02432

Chapter: 13

CERTIFICATE OF MAILING

The undersigned employee in the office of:

Tullio DeLuca, Esquire

hereby certifies that a copy of the attached Notice and Motion to Approve Loan Modification was mailed today to all parties named on the mailing list attached hereto by regular first class mail.

DATED: January 20, 2022

SIGNED: Lisa Marchak

TITLE: /s/Legal Assistant

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: : CHAPTER 13
KEIRI YENNISEL CONCEPCION :
Debtor(s) : CASE NO. 5-21-02432

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

NOTICE OF OPPORTUNITY TO OBJECT AND HEARING: Pursuant to Local Rule 2002-1(a), the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection/response within twenty-one (21) days from the date of this notice. If you object to the relief requested, you must file your objection/response with the Clerk of Court and serve a copy on the movant and movant's attorney, if one is designated.

If you file and serve an objection/response within the time permitted, the Court may schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court will deem the motion unopposed and proceed to consider the motion without further notice or hearing, and may grant the relief requested.

DATE: January 20, 2022

Tullio DeLuca, Esquire
PA ID# 59887
Attorney for Debtors/Movants
381 N. 9th Street
Scranton, PA 18504

Clerk, U.S. Bankruptcy Court
197 South Main Street
Wilkes-Barre, PA 18701

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: : CHAPTER 13
KEIRI YENNISEL CONCEPCION :
Debtor(s) : CASE NO. 5-21-02432

MOTION TO APPROVE LOAN MODIFICATION

AND NOW COMES, the Debtor, Keiri Yennisel Concepcion, by and through her attorney, Tullio DeLuca, Esquire, and respectfully represents:

1. That the Debtor filed a Chapter 13 Petition with the United States Bankruptcy Court for the Middle District of Pennsylvania.

2. Jack N. Zaharopoulos, Esquire was appointed the standing Chapter 13 Trustee.

3. Debtor currently has a first mortgage with Midland Mortgage.

4. Debtor has applied for a loan modification with Midland Mortgage. The loan modification has been approved contingent upon Bankruptcy Court approval. The loan modification agreement has been provided to the Debtor. Court approval is required by the lender before they will execute the agreement. I have been asked by the lender as counsel for the Debtors to obtain said approval. Concurrence in the Motion is implied by the documents

5. The terms of the modification are as follows:

The new interest rate is 3.0% and monthly payments of \$497.32.

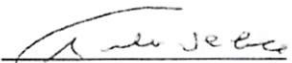
This payment includes principal, interest and escrow.

6. Approval of the loan modification shall not constitute a violation of the automatic stay and Midland Mortgage shall be granted permission to enter into a loan modification with the Debtor.

WHEREFORE, the Debtors respectfully request that this Honorable Court grant the Debtor's Motion to Approve Loan Modification in the above case and grant Midland Mortgage permission to enter into a loan modification with the Debtor.

Respectfully submitted,

Dated: 1/24/2022


Tullio DeLuca, Esquire
PA ID # 59887
381 N. 9th Avenue
Scranton, Pa 18504
(570) 347-7764
Attorney for Debtor



OCTOBER 26, 2021

KEIRI Y CONCEPCION & JUAN CONCEPCION
56 MAXWELL ST
WILKES BARRE PA 18702

Read, sign and return.

Please return the enclosed documents to us by
NOVEMBER 24, 2021

Dear Homeowner:

The Federal Housing Administration (FHA) recently announced a new mortgage assistance plan for those transitioning off the COVID-related delayed-payment plan. Your loan has met FHA's criteria for the plan, called an Advance Loan Modification (ALM). We are required to send you these ALM plan documents, even if you previously requested a different type of assistance plan. Please find the enclosed documents ready for your signature.

To accept this plan:

1. Read the instructions on the next page.
2. Read, sign and date two copies of the enclosed documents in the presence of a notary.
3. Return two signed and notarized copies to us by NOVEMBER 24, 2021.

Failure to follow these instructions may result in the documents being rejected.

If you do not accept this offer, you may still request to be reviewed for other mortgage assistance plans to bring your loan current. To be reviewed for other mortgage assistance plans, visit MyMidlandMortgage.com or call us at 800-552-3000.

Below are the terms of this modification.

	CURRENT TERMS	MODIFIED TERMS
Principal Balance	\$41,998.70	\$49,727.60
Interest Rate	4.0000%	3.0000%
Maturity Date	NOVEMBER 1, 2043	NOVEMBER 1, 2051
	CURRENT PAYMENT	MODIFIED PAYMENT
Principal and Interest	\$296.26	\$209.65
Escrow	\$274.87	\$287.67 ¹
Total Monthly Payment	\$571.13	\$497.32

¹ Subject to change after the next escrow analysis

Your first payment on the Advance Loan Modification plan in the amount of **\$497.32** is due on or before **DECEMBER 1, 2021**. No lump-sum payment is required to proceed with this plan. **The signed and notarized documents must be returned by NOVEMBER 24, 2021**; however, if a foreclosure sale has been scheduled on your property, then you must return the documents to Midland at least 48 hours prior to your scheduled foreclosure sale. Failure to return the documents will prevent your loan modification from being approved, and the collection and/or foreclosure process may proceed without further notice to you.

The Advance Loan Modification will result in a new, 360-month loan term. Please read the plan documents carefully, make sure you understand the modified terms, and contact us with any questions.



A division of MidFirst Bank

We report the status of the loan, including a loan modification, to credit reporting bureaus. Mortgage payment assistance plans may adversely affect credit scores. For more information about credit scores, go to consumer.ftc.gov.

If you have any questions, please call 800-552-3000 Monday – Friday 8 a.m. to 7 p.m. or Saturday 9 a.m. to 1 p.m. Central time.

Sincerely,

Midland Mortgage, a division of MidFirst Bank

Notice: If your loan was in default when MidFirst Bank obtained it, and you have not filed bankruptcy or received a discharge of the debt secured by the Mortgage/Deed of Trust, we are required to inform you that this communication is from a debt collector. If you have received a bankruptcy discharge of the debt secured by the Mortgage/Deed of Trust, or you are currently in bankruptcy under the protection of an automatic stay, this letter is not an attempt to collect the debt from you personally and is for informational purposes only. **Notice to Connecticut and North Carolina Residents:** The purpose of this communication is to collect a debt.

Notice to Vermont Residents: This is an attempt to collect a debt and any information obtained will be used for that purpose.

This Document Prepared By:
KAITLYN RAYMOND
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Tax/Parcel #:

_____ [Space Above This Line for Recording Data] _____
Original Principal Amount: \$68,614.00 **FHA/VA/RHS Case**
Unpaid Principal Amount: \$41,998.70 **No.:**
New Principal Amount: \$49,727.60 **Loan No:**
New Money (Cap): \$7,728.90

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **26TH** day of
OCTOBER, 2021, between **KEIRI Y CONCEPCION & JUAN CONCEPCION**

("Borrower"), whose address is **56 MAXWELL ST, WILKES BARRE, PA 18702** and **MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION** ("Lender"), whose address is **501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **MARCH 15, 2008** and recorded on **APRIL 11, 2008** in **INSTRUMENT NO. 5815675 BOOK 3008 PAGE 83262**, of the **OFFICIAL** Records of **LUZERNE COUNTY, PENNSYLVANIA**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

56 MAXWELL ST, WILKES BARRE, PENNSYLVANIA 18702
(Property Address)

the real property described is located in **LUZERNE COUNTY, PENNSYLVANIA** and being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **NOVEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$49,727.60**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$7,728.90**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.0000%**, from **NOVEMBER 1, 2021**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$209.65**, beginning on the **1ST** day of **DECEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2051** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: KEIRI Y CONCEPCION

11/22/21
Date

[Signature]
Borrower: JUAN CONCEPCION

11-22-21
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of Pennsylvania

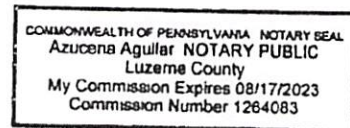
County of Luzerne

This record was acknowledged before me on November 22 2021 (date)
by KEIRI Y CONCEPCION, JUAN CONCEPCION (name(s) of individual(s)).

[Signature]
Signature of notarial officer

(Stamp)

Azucena Aguilar / Notary Public
Printed Name and Title of office



My commission expires: August 17 2023

In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By _____ (print name) _____ Date
(title)

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The instrument was acknowledged before me on _____ (date)

by _____, as _____ of

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.

Notary Public

Printed Name: _____

My commission expires: _____

THIS DOCUMENT WAS PREPARED BY:

KAITLYN RAYMOND

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

501 N.W. GRAND BLVD

OKLAHOMA CITY, OK 73118

EXHIBIT A

BORROWER(S): KEIRI Y CONCEPCION & JUAN CONCEPCION

LOAN NUMBER: 58376166

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF WILKES BARRE, COUNTY OF LUZERNE, STATE OF PENNSYLVANIA, and described as follows:

ALL THAT CERTAIN PIECE OF LAND SITUATE ON THE NORTHWESTERLY SIDE OF MAXWELL STREET, IN THE CITY OF WILKES-BARRE, COUNTY OF LUZERNE AND COMMONWEALTH OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A CORNER IN THE LINE OF LAND, NOW OR LATE OF PATRICK MCHALE;

THENCE ALONG LANDS OF SAID MCHALE, ONE HUNDRED AND FIFTY FEET TO BOYLE LANE;

THENCE ALONG BOYLE LANE TWENTY-FIVE FEET TO A CORNER IN OTHER LANDS, NOW OR LATE OF PATRICK MCGROARTY, ET UX.;

THENCE ALONG LANDS NOW OR LATE OF SAID PATRICK MCGROARTY, ET UX., ONE HUNDRED AND FIFTY FEET TO MAXWELL STREET;

THENCE ALONG SAID MAXWELL STREET, TWENTY-FIVE FEET TO THE PLACE OF BEGINNING.

BEING THE NORTHERLY HALF OF LOT NO. NINETY-SIX ON PLOT OF LOTS OF LUTHER KIDDER ESTATE, RECORDED IN DEED BOOK 195, PAGE 172.

ALSO KNOWN AS: 56 MAXWELL ST, WILKES BARRE, PENNSYLVANIA 18702

Date: OCTOBER 26, 2021

Loan Number: 58376166

Lender: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Borrower: KEIRI Y CONCEPCION, JUAN CONCEPCION

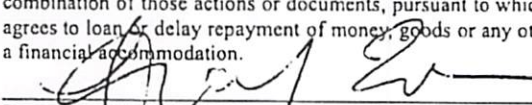
Property Address: 56 MAXWELL ST, WILKES BARRE, PENNSYLVANIA 18702

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower: KEIRI Y CONCEPCION

11/22/21
Date


Borrower: JUAN CONCEPCION

11-22-21
Date

Date: OCTOBER 26, 2021

Loan Number: 58376166

Lender: MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

Borrower: KEIRI Y CONCEPCION, JUAN CONCEPCION

Property Address: 56 MAXWELL ST, WILKES BARRE, PENNSYLVANIA 18702

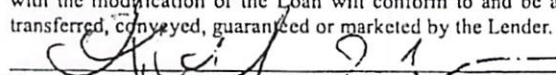
ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


Borrower: KEIRI Y CONCEPCION


Date 10-27-21


Borrower: JUAN CONCEPCION

11-22-21
Date

CERTIFICATE OF RESIDENCE

TITLE OF DOCUMENT

LOAN MODIFICATION AGREEMENT (MORTGAGE)

BETWEEN:

KEIRI Y CONCEPCION, JUAN CONCEPCION (assignor/Mortgagor/grantor)

AND:

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION (assignee/Mortgagee/grantee)

I do hereby certify that the precise address of the within named Mortgagee is:
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

By: _____

Print Name: _____

Title: _____

04052011_StateSpecific_48

58376166

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

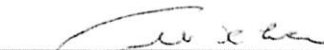
IN RE: : CHAPTER 13
KEIRI YENNISEL CONCEPCION :
Debtor(s) : CASE NO. 5-21-02432

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 20, 2022, he caused a true and correct copy of Debtor's Motion to Approve Loan Modification to be served on the following CM/ECF users at the following:

Jack N. Zaharopoulos, Esq. at info@pamd13trustee.com

Dated: 1/20/2022


Tullio DeLuca, Esquire

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: : CHAPTER 13
KEIRI YENNISEL CONCEPCION :
Debtor(s) : CASE NO. 5-21-02432

ORDER

Upon consideration of Debtor's Motion to Approve Loan Modification:

ORDERED, that the Debtor's Motion to Approve Loan Modification is
hereby **GRANTED**; and it is further

ORDERED, that approval of the loan modification shall in no way continue a
violation of the automatic stay; and it is further

ORDERED, that Midland Mortgage is granted permission to enter into
a loan modification with the Debtor.

Ally Bank
AIS Portfolio Services, LP
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Ally Bank
PO Box 130424
Roseville, MN 55113-0004

Ally Bank c/o AIS Portfolio Services, LP
4515 N. Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

CBNA
PO Box 6497
Sioux Falls, SD 57117-6497

Capital One Bank
4515 N. Santa Fe Ave
Oklahoma City, OK 73118-7901

Citibank, N.A.
5800 S Corporate Pl
Sioux Falls, SD 57108-5027

Comenity Bank
Bankruptcy Department
P.O. Box 182125
Columbus, OH 43218-2125

Department Stores National Bank
c/o Quantum3 Group LLC
PO Box 657
Kirkland, WA 98083-0657

Infiniti Financial Services
Po Box 9013
Addison, Texas 75001-9013

Macy's
PO Box 6789
Sioux Falls, SD 57117-6789

Midland Credit Management
PO Box 2037
Warren, MI 48090-2037

Midland Mortgage Co.
P.O. Box 26648
Oklahoma City, OK 73126-0648

Nissan Infiniti
PO Box 9013
Addison, TX 75001-9013

PNC BANK RETAIL LENDING
P O BOX 94982
CLEVELAND OH 44101-4982

Pennsylvania Department of Revenue
Bankruptcy Division
P.O. Box 280946
Harrisburg, PA 17128-0946

PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Quantum3 Group LLC as agent for
Crown Asset Management LLC
PO Box 788
Kirkland, WA 98083-0788

Richard Santana
42 Kado St.
Wilkes Barre, PA 18705-3613

Rebecca Ann Solarz
KML Law Group, P.C.
701 Market St.
Suite 5000
Philadelphia, PA 19106-1541

TD Bank/Target
PO Box 673
Minneapolis, MN 55440-0673

The Home Depot/Citibank
PO Box 6497
Sioux Falls, SD 57117-6497

United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101-1722

Wells Fargo Bank, N.A.
PO Box 10438, MAC F8235-02F
Des Moines, IA 50306-0438

Wells Fargo/Bobs Furniture
PO Box 14517
Des Moines, IA 50306-3517

JACK N ZAHAROPOULOS
ATTN CHAPTER 13 TRUSTEE
8125 ADAMS DRIVE SUITE A
HUMMELSTOWN PA 17036-8625